

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NENSI STAGNARO, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

HOLLYWOOD PARK
MANAGEMENT COMPANY, LLC,
STADCO LA, LLC, and DOES 1
through 10, inclusive,

Defendants.

Case No. 2:24-cv-10143 FLA (JPRx)

Magistrate Judge Jean P. Rosenbluth

STIPULATED PROTECTIVE ORDER

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This case against Defendants Hollywood Park Management Company, LLC and Stadco LA, LLC (collectively, “Defendants”) challenges Defendants’ alleged practice of charging mandatory transaction fees to patrons during certain events held at the Sofi Stadium (“Stadium”), when patrons pay for their concession stand purchases with certain payment methods, allegedly without adequately disclosing to patrons the existence of those fees or informing patrons how they might avoid paying those fees. Second Amended Complaint (“SAC”), ¶¶ 4-17. Plaintiff also alleges in the SAC that “[w]hen a purchaser was charged a Transaction Fee, Defendants also charged the purchaser an additional amount equal to 10% of the Transaction Fee – presumably to collect sales taxes on the Transaction Fee when the purchasers were [allegedly] not aware they were being charged.” *Id.*, ¶ 7. Plaintiff further alleges that “[t]he names of the purchasers who were charge[d]

1 these fees and the exact amount of the Transaction Fee charged to each affected
2 purchaser can be ascertained from Defendants' business records." *Id.*, ¶ 9.

3 Plaintiff's pending discovery encompasses (and potential future discovery
4 may encompass) the disclosure of business information and documents relating to
5 the ownership, management, and operation of SoFi Stadium, which, according to
6 Defendants, is sensitive and confidential and could have a significant detriment on
7 Defendants' businesses and dealings including, but not limited to, the management
8 and operation of SoFi Stadium, if publicly disclosed.

9 Defendants have indicated that, this action is likely to involve commercial,
10 financial, and/or proprietary information for which special protection from public
11 disclosure and from use for any purpose other than prosecution of this action is
12 warranted, including confidential and proprietary materials and information
13 consisting of, among other things, confidential business or financial information,
14 information regarding confidential business practices, or other confidential research,
15 development, or commercial information (including information implicating privacy
16 rights of third parties), information otherwise generally unavailable to the public, or
17 which may be privileged or otherwise protected from disclosure under state or
18 federal statutes, court rules, case decisions, or common law.

19 Accordingly, to expedite the flow of information, to facilitate the prompt
20 resolution of disputes over confidentiality of discovery materials, to adequately
21 protect information the parties are entitled to keep confidential, to ensure that the
22 parties are permitted reasonably necessary uses of such material in preparation for
23 and in the conduct of trial, to address their handling at the end of the litigation, and
24 serve the ends of justice, a protective order for such information is justified in this
25 matter. It is the intent of the parties that information will not be designated as
26 confidential for tactical reasons and that nothing be so designated without a good
27 faith belief that it has been maintained in a confidential, non-public manner, and
28 there is good cause why it should not be part of the public record of this case.

1 In addition, Plaintiff has also requested documents and information relating
2 to the personally identifiable information of every person who has visited SoFi
3 Stadium from November 6, 2019 through the present. To protect this personally
4 identifiable information of non-party persons from public disclosure, confidential
5 treatment and protection of these documents and information is warranted.

6 2. DEFINITIONS

7 2.1 Action: The above-entitled action, captioned *Stagnaro v. Hollywood*
8 *Park Mgmt. Co., LLC, et al.* There is a pending Motion for Remand (ECF No. 15),
9 which was filed by Plaintiff on December 16, 2024. If this Action is remanded to
10 the Los Angeles Superior Court, the Parties agree to continue to be fully bound by
11 and adhere to this Stipulated Protective Order, and all terms set forth herein, unless
12 and until such time as the Los Angeles Superior Court orders otherwise. If this
13 Action is remanded to the Los Angeles Superior Court, the Parties hereby agree that
14 the Los Angeles Superior Court shall have the power, jurisdiction, and authority to
15 enforce this Stipulated Protective Order and all of its terms.

16 2.2 Challenging Party: a Party or Nonparty that challenges the designation
17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored, or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c) and as specified above in
21 the Good Cause Statement.

22 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
23 Information or Items: extremely sensitive “Confidential Information or Items,” the
24 disclosure of which to another Party or Non-Party would create a substantial risk of
25 serious competitive harm or business prejudice that could not be avoided by less
26 restricted means. Information designated as “Highly Confidential – Attorneys’
27 Eyes Only” is of such a highly confidential, proprietary nature that its disclosure or
28 dissemination to a Party or Non-Party could cause irreparable harm or impair the

1 legitimate competitive position or interests of the Producing Party. This
2 information may include, but is not necessarily limited to: (1) certain financial
3 information pertaining to the Producing Party; (2) information pertaining to
4 strategic business initiatives or marketing plans pertaining to the Producing Party;
5 and (3) information constituting or relating to confidential, private, and sensitive
6 business dealings and relationships.

7 2.5 Counsel: outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.6 Designating Party: a Party or Nonparty that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY.”

13 2.7 Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.8 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as
19 an expert witness or as a consultant in this action.

20 2.9 House Counsel [Applicable only to Defendants]: One attorney who is
21 an employee of a party to this Action. Designated House Counsel does not include
22 Outside Counsel of Record or any other outside counsel. If the designated House
23 Counsel leaves the employ of the company or otherwise needs to be de-designated,
24 a party may designate a new House Counsel by informing all parties to the Action
25 in writing of the change and requiring the new House Counsel to sign the form that
26 is attached to this Protective Order as Exhibit A.

27 2.10 Nonparty: any natural person, partnership, corporation, association, or
28 other legal entity not named as a Party to this action.

1 2.11 Outside Counsel of Record: attorneys who are not employees of a
2 Party to this Action but who are retained to represent or advise a Party and have
3 appeared in this Action on behalf of that Party or are affiliated with a law firm that
4 has appeared on behalf of that Party, including support staff.

5 2.12 Party: any Party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.13 Producing Party: a Party or Nonparty that produces Disclosure or
9 Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide litigation
11 support services (for example, photocopying, videotaping, translating, preparing
12 exhibits or demonstrations, and organizing, storing, or retrieving data in any form
13 or medium) and their employees and subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 2.16 Receiving Party: a Party that receives Disclosure or Discovery
18 Material from a Producing Party.

19 2.17 Testimony Designation Deadline: For a proceeding during which
20 witness testimony is given, the date that is the earlier of (i) 21 days from the date of
21 the proceeding, or (ii) seven days after the Receiving Party receives a copy of the
22 transcript of the proceeding.

23 3. SCOPE

24 The protections conferred by this Stipulated Protective Order cover not only
25 Protected Material (as defined above), but also: (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 However, the protections conferred by this Stipulation and Order do not cover the
2 following information: (a) any information that is in the public domain at the time
3 of disclosure to a Receiving Party or becomes part of the public domain after its
4 disclosure to a Receiving Party as a result of publication not involving a violation
5 of this Order, including becoming part of the public record through trial or
6 otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source
8 who obtained the information lawfully and under no obligation of confidentiality to
9 the Designating Party.

10 Any use of Protected Material at trial will be governed by the orders of the
11 trial judge. This Order does not govern the use of Protected Material at trial.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations
14 imposed by this Order will remain in effect until a Designating Party agrees
15 otherwise in writing or a court order otherwise directs. Final disposition shall be
16 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
17 with or without prejudice, or (2) final judgment after the completion and exhaustion
18 of all appeals, rehearings, remands, trials, or reviews of this Action, including the
19 time limits for filing any motions or applications for extension of time under
20 applicable law. The treatment of Protected Materials upon final disposition is set
21 forth and governed by Section 13, Final Disposition, below.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Nonparty that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. To the extent practicable, the Designating
27 Party must designate for protection only those parts of material, documents, items,
28 or oral or written communications that qualify so that other portions of the material,

documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (for example, to unnecessarily encumber the case-development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items it designated for protection do not qualify for that level of protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "CONFIDENTIAL legend," or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY legend" to each page that contains Protected Material. If only a portion or portions of the material on a page qualify for protection, the Producing Party should to the extent practicable clearly identify the protected portion(s) (for example, by making appropriate markings in the margins).

A Party or Nonparty that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated

1 which documents it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
4 inspecting Party has identified the documents it wants copied and produced, the
5 Producing Party must determine which documents, or portions thereof, qualify for
6 protection under this Order. Then, before producing the specified documents, the
7 Producing Party must affix the “CONFIDENTIAL legend” or “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend” to each page that
9 contains Protected Material. If only a portion or portions of the material on a page
10 qualifies for protection, the Producing Party also must clearly identify the protected
11 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
12 for each portion, the level of protection being asserted.

13 (b) for testimony given in depositions, that the Designating Party identify
14 on the record, before the close of the deposition, all protected testimony for which
15 the Designating Party is asserting a confidentiality designation and specify the level
16 of protection being asserted. When it is impractical to identify separately each
17 portion of testimony that is entitled to protection and it appears that substantial
18 portions of the testimony may qualify for protection, the Designating Party may
19 invoke on the record (before the deposition, hearing, or other proceeding is
20 concluded) a right to identify, up to the Testimony Designation Deadline, the
21 specific portions of the testimony as to which protection is sought and to specify the
22 level of protection being asserted. Only those portions of the testimony that are
23 appropriately designated for protection by the Testimony Designation Deadline
24 shall be covered by the provisions of this Stipulated Protective Order. The
25 Designating Party shall inform the court reporter of these requirements. Until the
26 Testimony Designation Deadline or until the specific designations are received, the
27 transcript will be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY” or “CONFIDENTIAL” depending on the instruction provided at the

1 deposition by the Designating Party. After the expiration of that period, the
2 transcript shall be treated only as actually designated.

3 (i) For any deposition involving a witness, whether an individual
4 persons or on behalf of an entity, who is not a Party as that term is defined in
5 Section 2.12 above, the following shall apply: The Party taking the
6 deposition shall give the other Party notice if they reasonably expect a
7 deposition, hearing, or other proceeding to include Protected Material so that
8 the other Party can ensure that only authorized individuals who have signed
9 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present
10 at those proceedings. The use of a document as an exhibit at a deposition
11 shall not in any way affect its designation as “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” but shall not
13 have any bearing on any testimony discussing such documents. The
14 treatment of such testimony is governed by the rules set forth under the
15 applicable provisions of this Protective Order.

16 Transcripts referencing, containing, or discussing Protected Material shall
17 bear the designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY,” as applicable, on the condition that the Designating
19 Party raise such objection or designation during the deposition. The transcript
20 containing such Protected Material shall have an obvious legend on the title page
21 that the transcript contains Protected Material, and the title page shall be followed
22 by a list of all pages (including line numbers as appropriate) that have been
23 designated as Protected Material and the level of protection being asserted by the
24 Designating Party.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, the Producing Party must affix in a prominent place on
27 the exterior of the container or containers in which the information is stored the
28 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’

1 EYES ONLY.” If only a portion or portions of the information warrant protection,
2 the Producing Party, to the extent practicable, must identify the protected portion(s)
3 and specify the level of protection being asserted.

4 5.3 Inadvertent Failure(s) to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive
6 the Designating Party’s right to secure protection under this Order for that material.
7 On timely correction of a designation, the Receiving Party must make reasonable
8 efforts to assure that the material is treated in accordance with the provisions of this
9 Order.

10 5.4 If, upon receiving Discovery Material from a Non-Party that has not
11 already been designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY,” a Party intends to publicly disclose such Discovery
13 Material, the Party shall provide 20 calendar days’ notice before such contemplated
14 public disclosure so that the other Party has an opportunity to challenge the
15 contemplated public disclosure including, but not limited to, by seeking a protective
16 order to prohibit such public disclosure or by ensuring that the Discovery Material
17 is treated and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY,” as applicable, under this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Nonparty may challenge a
21 designation of confidentiality at any time consistent with the Court’s scheduling
22 order.

23 6.2 Meet and Confer. The Challenging Party must initiate the dispute-
24 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.

25 6.3 The burden of persuasion in any such proceeding is on the Designating
26 Party. Frivolous challenges, and those made for an improper purpose (for example,
27 to harass or impose unnecessary expenses and burdens on other parties), may
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all parties must continue to afford the
2 material in question the level of protection to which it is entitled under the
3 Producing Party's designation until the Court rules on the challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Nonparty in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action unless
8 written permission is obtained from the Designating Party to disclose the
9 information. Such Protected Material may be disclosed only to the categories of
10 persons and under the conditions described in this Order. When the Action has been
11 terminated, a Receiving Party must comply with the provisions of Section 13 below
12 (FINAL DISPOSITION). Protected Material must be stored and maintained by a
13 Receiving Party at a location and in a manner sufficiently secure to ensure that
14 access is limited to the persons authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
20 as employees of that Outside Counsel of Record to whom it is reasonably necessary
21 to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses and attorneys for witnesses to
7 whom disclosure is reasonably necessary, provided: (1) the deposing party requests
8 that the witness sign the form attached as Exhibit A hereto; and (2) the witness is
9 not permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the Court. The foregoing
12 notwithstanding, it is not necessary for Plaintiff’s counsel to obtain a signed version
13 of Exhibit A from a deponent-witness who is (1) an employee of a party that is
14 named as a Defendant in this action, or (2) is a named defendant’s corporate
15 witness as provided under Fed. R. Civ. P. 30(b)(6). Pages of transcribed deposition
16 testimony or exhibits to depositions that reveal Protected Material may be
17 separately bound by the court reporter and may not be disclosed to anyone except
18 as permitted under this Order; and

19 (i) any mediator or settlement officer, and their supporting personnel,
20 mutually agreed on by any of the Parties engaged in settlement discussions or
21 appointed by the Court who – except for judicial officers -- have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted
25 in writing by the Designating Party, a Receiving Party may disclose any
26 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
27 EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel in this Action, as well as

1 employees of said Outside Counsel to whom it is reasonably necessary to disclose
2 the information for this Action;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) the Court and its personnel;

7 (d) court reporters and their staff;

8 (e) professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (g) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing
15 party requests that the witness sign the form attached as Exhibit A hereto; and
16 (2) the witness is not be permitted to keep any highly confidential information
17 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
18 unless otherwise agreed by the Designating Party or ordered by the Court. The
19 foregoing notwithstanding, it is not necessary for Plaintiff’s counsel to obtain a
20 signed version of Exhibit A from a deponent-witness who is (1) an employee of a
21 party that is named as a Defendant in this action, or (2) is a named defendant’s
22 corporate witness as provided under Fed. R. Civ. P. 30(b)(6). Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected Material may
24 be separately bound by the court reporter and may not be disclosed to anyone
25 except as permitted under this Stipulated Protective Order; and

26 (h) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions or
28 appointed by the Court who –except for judicial officers -- have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
3 IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 must include a copy of the subpoena or court order unless prohibited by law;

10 (b) promptly notify in writing the party who caused the subpoena or order
11 to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification must include
13 a copy of this Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order should not produce any information designated in this
18 action as “CONFIDENTIAL” before a determination on the protective-order
19 request by the relevant court unless the Party has obtained the Designating Party’s
20 permission. The Designating Party bears the burden and expense of seeking
21 protection of its Confidential Material, and nothing in these provisions should be
22 construed as authorizing or encouraging a Receiving Party in this Action to disobey
23 a lawful directive from another court.

24 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are equally applicable to information produced
27 by a Nonparty in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information is protected

1 by the remedies and relief provided by this Order. Nothing in these provisions
2 should be construed as prohibiting a Nonparty from seeking additional protections.

3 (b) In the event that a Party is required by a valid discovery request to
4 produce a Nonparty's Confidential Information in its possession and the Party is
5 subject to an agreement with the Nonparty not to produce the Nonparty's
6 Confidential Information, then the Party must

7 (1) promptly notify in writing the Requesting Party and the Nonparty that
8 some or all of the information requested is subject to a confidentiality agreement
9 with a Nonparty;

10 (2) promptly provide the Nonparty with a copy of this Order, the relevant
11 discovery request(s), and a reasonably specific description of the information
12 requested; and

13 (3) make the information requested available for inspection by the
14 Nonparty, if requested.

15 (c) If the Nonparty fails to seek a protective order within 21 days of
16 receiving the notice and accompanying information, the Receiving Party may
17 produce the Nonparty's Confidential Information responsive to the discovery
18 request. If the Nonparty timely seeks a protective order, the Receiving Party must
19 not produce any information in its possession or control that is subject to the
20 confidentiality agreement with the Nonparty before a ruling on the protective-order
21 request. Absent a court order to the contrary, the Nonparty must bear the burden
22 and expense of seeking protection of its Protected Material.

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24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Order, the Receiving Party must immediately notify the Designating Party in
28 writing of the unauthorized disclosures, use its best efforts to retrieve all

1 unauthorized copies of the Protected Material, inform the person or people to whom
2 unauthorized disclosures were made of the terms of this Order, and ask that person
3 or people to execute the “Acknowledgment and Agreement to Be Bound” that is
4 attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other
9 protection, the obligations of the Receiving Parties are those set forth in Federal
10 Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d)
11 and (e), insofar as the parties reach an agreement on the effect of disclosure of a
12 communication or information covered by the attorney-client privilege or work
13 product protection, the parties may incorporate their agreement in the stipulated
14 protective order submitted to the court provided the Court so allows.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Order, no Party waives any right it otherwise would have to object to disclosing or
20 producing any information or item on any ground not addressed in this Order.
21 Similarly, no Party waives any right to object on any ground to use in evidence of
22 any of the material covered by this Order.

23 ///

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material
26 may be filed under seal only pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
28 under seal is denied, then the Receiving Party may file the information in the public

1 record unless otherwise instructed by the Court.

2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within 60
4 days of a written request by the Designating Party, each Receiving Party must
5 return all Protected Material to the Producing Party or destroy such material. As
6 used in this subdivision, “all Protected Material” includes all copies, abstracts,
7 compilations, summaries, and any other format reproducing or capturing any of the
8 Protected Material. Whether the Protected Material is returned or destroyed, the
9 Receiving Party must submit a written certification to the Producing Party (and, if
10 not the same person or entity, to the Designating Party) by the 60-day deadline that
11 identifies (by category, when appropriate) all the Protected Material that was
12 returned or destroyed and affirms that the Receiving Party has not retained any
13 copies, abstracts, compilations, summaries, or any other format reproducing or
14 capturing any of the Protected Material. Notwithstanding this provision, Counsel
15 are entitled to retain an archival copy of all pleadings; motion papers; trial,
16 deposition, and hearing transcripts; legal memoranda; correspondence; deposition
17 and trial exhibits; expert reports; attorney work product; and consultant and expert
18 work product even if such materials contain Protected Material. Any such archival
19 copies that contain or constitute Protected Material remain subject to this Order as
20 set forth in Section 4 (DURATION).

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24 14. SANCTIONS

25 Any willful violation of this Order may be punished by any and all
26 appropriate measures including, without limitation, contempt proceedings and/or
27 monetary sanctions. The Parties agree to take all reasonable and necessary steps to
28 comply with this Stipulated Protective Order, in good faith.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 18, 2025

DENTONS US LLP

By: /s/ Norman M. Aspis

BETY JAVIDZAD
NORMAN M. ASPIS

Attorneys for Defendants Hollywood
Park Management Company, LLC and
Stadco LA, LLC

Dated: March 18, 2025

THE LAW OFFICE OF EVAN SUMER

By: /s/ Evan Sumer

EVAN SUMER

Attorney for Plaintiff Nensi Stagnaro

SIGNATURE CERTIFICATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer of this document attests that
concurrence in the filing has been obtained from each of the other signatories.

Dated: March 18, 2025

DENTONS US LLP

By: /s/ Norman M. Aspis

BETY JAVIDZAD
NORMAN M. ASPIS

Attorneys for Defendants Hollywood
Park Management Company, LLC and
Stadco LA, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: March 19, 2025



Hon. Jean P. Rosenbluth
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name],
of _____ [full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the U.S. District Court for the Central District
of California on _____, 2025 in the case of *Stagnaro v. Hollywood Park
Mgmt. Co., LLC, et al.*, Case No. 2:24-cv-10143 FLA (JPRx). I agree to comply
with and to be bound by all terms of this Stipulated Protective Order, and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment, including contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____
[full name] of _____ [full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed Name: _____

Signature: _____